

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

BICH-CHAU THI TRAN, ET AL.,	§	
	§	
<i>Plaintiffs</i>	§	
	§	
v.	§	Civil Action No.: 09-CV-02653
	§	
COMPUTER TECHNOLOGY	§	
SOLUTIONS, L.P.	§	
	§	
<i>Defendant</i>	§	JURY TRIAL DEMANDED

**JOINT MOTION FOR APPROVAL OF SETTLEMENT AGREEMENTS  
AND ENTRY OF FINAL JUDGMENT DISMISSING LAWSUIT WITH PREJUDICE**

Defendant Computer Technology Solutions, L.P. (“Defendant”), and Plaintiffs Bich-Chau Thi Tran, James Guynon, Daiduong Nguyen Tran, Quang Ngoc Pham, Quang N. Pham, Nuong Thi Nguyen, Thanh Huynh Nguyen, Khoa T. Tran, Tai Tri Nguyen, Lawrence Tan Le, Quang Ba Le, Huy Long Nguyen, and William Do (together, “Plaintiffs”) jointly move for the approval of their written Settlement Agreements (“Agreements”) and further move this Court for entry of final judgment dismissing this action in its entirety with prejudice, as follows:

Plaintiffs perform or performed work for Defendant. Plaintiffs have alleged that Defendant violated the Fair Labor Standards Act, 29 U.S.C. § 201 *et. seq.*, as amended (“FLSA”), by denying them payment for overtime hours and minimum wages.<sup>1</sup> Defendant has denied these claims in their entirety. To avoid further litigation costs, Defendant and Plaintiffs have agreed to settle the claims in this lawsuit. Both parties are represented by counsel.

Because the FLSA’s provisions are mandatory, employees’ claims for back wages or overtime may not be compromised absent either supervision by the Secretary of Labor, *see* 29

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<sup>1</sup> Although alleged as a collective action, this Court has not recognized that collective action treatment is appropriate. The proposed settlement relates solely to the named plaintiffs and would result in a release of the claims of the named plaintiffs only.

U.S.C. § 216(c), or approval by the court. *See Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1353 (11th Cir. 1982). The Fifth Circuit has recognized the res judicata effect of a court-approved settlement of FLSA claims, where “a bona fide dispute of both law and fact was involved in the litigation, and [] the proposed settlement agreed upon was fair and equitable to all parties concerned.” *Jarrad v. Southeastern Shipbuilding Corp.*, 163 F.2d 960, 961 (5th Cir. 1974).

Here, a bona fide dispute exists between the parties. Specifically, the parties dispute the number of hours worked by Plaintiffs and the amount of overtime pay they earned. The parties agree that the terms of the Agreements are fair and equitable. The settlement amount is based, in part, on the number of overtime hours claimed by Plaintiffs and is substantially equivalent to the amount of unpaid overtime, liquidated damages, attorneys' fees and costs to which Plaintiffs would be entitled if they prevailed. The Agreements also include, in part, a reasonable amount for attorneys' fees and costs, which both Plaintiffs and Plaintiffs' attorneys agree is also fair and equitable based on the amount of time expended by Plaintiffs' attorneys in connection with Plaintiffs' claims.

Because the proposed settlement agreed to by the parties is a fair and equitable compromise of a bona fide dispute, Defendant and Plaintiffs request that the Court approve the settlement agreements and enter a final judgment dismissing the case, in its entirety, with prejudice. An Agreed Order and Final Judgment, approved by the parties, has been submitted.

Respectfully submitted,

/s/ Charlie T. Nhan

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